

Salinas Aquatics Center

Pool Party Rental Agreement/Rules of Use & Waiver/Release of Liability

Please read carefully before signing.

This is a release of liability and waiver of certain legal rights.

- The pool is available to rent on Saturdays rental time slot 1:30pm-3:30pm or Sundays before 3:00pm or after 6:30 pm due to other community scheduled activities.
- The cost is \$95.00 per hour with a 2 hour minimum and the option to add ½ hour increments for an additional fee of \$45 per ½ hour.
- Children under 54” must be accompanied by an adult at all times (in and out of the water).
- Proper swim attire is required.
Pool rental prices are based on no more than 40 participants (swimmers and non swimmers).
- No floatation devices are allowed.
- Food, barbecue, and drinks are welcome on our outside patio, but not allowed on the pool deck. (No alcoholic beverages or glass containers are allowed at the facility)
- Intoxicated guests will not be permitted to use the facility .
- Renter will be responsible for clean-up. You are expected to leave the facility free of garbage, debris and personal belongings or the deposit will not be returned.
- All party participants are expected to obey the safety commands of the Lifeguards on duty.
- Renters must be evacuated from the facility by the end time of their contract. SAC pool personnel will assist in this by clearing the pool 20 minutes before the end time on the contract.
- Decorations may not be taped or stapled to the walls of the facility. No confetti please.
- As party host you assume responsibility through legal contract for your guests.

- A non-refundable deposit of \$100.00 is required to reserve the pool, along with a signed contract and waiver at least 2 weeks prior to the rental date. The deposit will be returned after the facility is evacuated and found to be clean,
- Christina Vega-Madrigal is the party rental planner for the Salinas Aquatic Center and all contractual arrangements are made through her (including signing the contract and presentation of deposit).

Disclaimers: Please initial and sign at the bottom.

_____ The maximum capacity for parties is 40 persons.

_____ As Party host/hostess, I assume full responsibility for the actions and behaviors of attendees of my party, including any damage or misuse of the facility and/or equipment incurred during the span of my scheduled facility rental agreement. I hereby authorize the Salinas Aquatics Center to use my/our photographs for the purpose of advertising events, facilities, programs and activities or other like purposes.

_____ I have read the above statements and understand the rules and policies specific to the facility of my party rental agreement.

_____ All Guests must use the front entrance of the facility for check-in. Guests cannot enter through any other means.

Printed Name of Party

Host/Hostess Signature

Date

Waiver of Liability

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the Salinas Aquatic Center and Salinas Valley Aquatics Inc. /SVDF dba MCAT(or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the Salinas Aquatic Center and Salinas Valley Aquatics Inc. /SVDF dba MCAT, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has inspected and carefully considered, or immediately upon entering or participating will inspect and carefully consider, such premises and facilities or the affiliated program. It is further warranted that such entry into the Salinas Aquatics Center for observation or use of any facilities or equipment thereon and such affiliated program has been inspected and carefully considered that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE SALINAS AQUATICS CENTER FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE SALINAS AQUATICS CENTER AND SALINAS VALLEY AQUATICS INC. /SVDF DBA MCAT, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the Salinas Aquatic Center and Salinas Valley Aquatics Inc. /SVDF dba MCAT, its directors, officers, employees, and agents or elected officials, officers, employees, agents and representatives (hereinafter referred to as "Releases" from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned or such children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Salinas Aquatic Center and Salinas Valley Aquatics Inc. /SVDF dba MCAT.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the Salinas Aquatic Center premises or in any way observing or using any facilities or equipment of the Salinas Aquatics Center or participating in any program affiliated with the Salinas Aquatic Center and Salinas Valley Aquatics Inc. /SVDF dba MCAT whether caused by the negligence of the Releases or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of Releases or otherwise while in, about or upon the premises of the Salinas Aquatics Center and/or while using the premises or

any facilities or equipment thereon or participating in any program affiliated with the Salinas Aquatic Center and Salinas Valley Aquatics Inc. /SVDF dba MCAT.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE.

Printed Name of Party	Host/Hostess Signature	Date
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